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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

FABRIC SELECTION, INC., a
California corporation,

Plaintiff,

vs.

TOPSON DOWNS OF CALIFORNIA,
INC., a California corporation; WAL-
MART STORES, INC., a Delaware
corporation; DANIEL
ABRAMOVITCH, an individual; and
DOES 1 through 50, Inclusive,

Defendants.

Case No. 2:17-cv-05721-CAS-AFM

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

*Filed Concurrently with Stipulation for
Protective Order*

Trial Date: October 30, 2018

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1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the
6 following Stipulated Protective Order. The parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that
8 the protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 legal principles.

11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve trade secrets, customer and pricing lists and
13 other valuable research, development, commercial, financial, technical and/or
14 proprietary information for which special protection from public disclosure and from
15 use for any purpose other than prosecution of this action is warranted. Such
16 confidential and proprietary materials and information consist of, among other things,
17 confidential business or financial information, information regarding confidential
18 business practices, or other confidential research, development, or commercial
19 information (including information implicating privacy rights of third parties),
20 information otherwise generally unavailable to the public, or which may be privileged
21 or otherwise protected from disclosure under state or federal statutes, court rules, case
22 decisions, or common law. Accordingly, to expedite the flow of information, to
23 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
24 to adequately protect information the parties are entitled to keep confidential, to
25 ensure that the parties are permitted reasonable necessary uses of such material in
26 preparation for and in the conduct of trial, to address their handling at the end of the
27 litigation, and serve the ends of justice, a protective order for such information is
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1 justified in this matter. It is the intent of the parties that information will not be
2 designated as confidential for tactical reasons and that nothing be so designated
3 without a good faith belief that it has been maintained in a confidential, non-public
4 manner, and there is good cause why it should not be part of the public record of this
5 case.

6 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
7 SEAL

8 The parties further acknowledge, as set forth in Section 12.3, below, that this
9 Stipulated Protective Order does not entitle them to file confidential information
10 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
11 the standards that will be applied when a party seeks permission from the court to file
12 material under seal.

13 There is a strong presumption that the public has a right of access to judicial
14 proceedings and records in civil cases. In connection with non-dispositive motions,
15 good cause must be shown to support a filing under seal. See *Kamakana v. City and*
16 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
17 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,
18 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good
19 cause showing), and a specific showing of good cause or compelling reasons with
20 proper evidentiary support and legal justification, must be made with respect to
21 Protected Material that a party seeks to file under seal. The parties' mere designation
22 of Disclosure or Discovery Material as CONFIDENTIAL or HIGHLY
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY does not— without the
24 submission of competent evidence by declaration, establishing that the material
25 sought to be filed under seal qualifies as confidential, privileged, or otherwise
26 protectable—constitute good cause.

27 Further, if a party requests sealing related to a dispositive motion or trial, then
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1 compelling reasons, not only good cause, for the sealing must be shown, and the relief
 2 sought shall be narrowly tailored to serve the specific interest to be protected. *See*
 3 *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each
 4 item or type of information, document, or thing sought to be filed or introduced under
 5 seal in connection with a dispositive motion or trial, the party seeking protection must
 6 articulate compelling reasons, supported by specific facts and legal justification, for
 7 the requested sealing order. Again, competent evidence supporting the application to
 8 file documents under seal must be provided by declaration.

9 Any document that is not confidential, privileged, or otherwise protectable in
 10 its entirety will not be filed under seal if the confidential portions can be redacted. If
 11 documents can be redacted, then a redacted version for public viewing, omitting only
 12 the confidential, privileged, or otherwise protectable portions of the document, shall
 13 be filed. Any application that seeks to file documents under seal in their entirety
 14 should include an explanation of why redaction is not feasible.

15 2. DEFINITIONS

16 2.1 Action: *Fabric Selection, Inc. v. Topson Downs of California, Inc. et al.*
 17 - Case No. 2:17-cv-05721-CAS-AFM.

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
 19 information or items under this Order.

20 2.3(a) "CONFIDENTIAL" Information or Items: information (regardless of
 21 how it is generated, stored or maintained) or tangible things that qualify for protection
 22 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
 23 Cause Statement.

24 2.3(b) "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
 25 Information or Items: information (regardless of how it is generated, stored or
 26 maintained) or documents produced in discovery, pursuant to legal process, or
 27 exchanged informally for purposes of settlement, if the person making the designation
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1 reasonably believes, in good faith, that the material so designated contains or
2 constitutes highly confidential information, such as: trade secrets as defined under
3 California Civil Code § 3426.1; financial information including but not limited to
4 accounting records, revenues, costs, profits, confidential pricing, and overhead;
5 information relating to a Party's suppliers, distributors, or present or prospective
6 customers including but not limited to names, addresses, phone numbers, and email
7 addresses; business strategy including but not limited to future business plans;
8 information of an extremely high degree of current commercial sensitivity and/or
9 would provide a competitive advantage to its competitors if disclosed.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
11 support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
15 ONLY."

16 2.6 Disclosure or Discovery Material: all items or information, regardless of
17 the medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced or
19 generated in disclosures or responses to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as
22 an expert witness or as a consultant in this Action.

23 2.8 House Counsel: attorneys who are employees of a party to this Action.
24 House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.9 Non-Party: any natural person, partnership, corporation, association or
27 other legal entity not named as a Party to this action.
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1 2.10 Outside Counsel of Record: attorneys who are not employees of a party
2 to this Action but are retained to represent or advise a party to this Action and have
3 appeared in this Action on behalf of that party or are affiliated with a law firm that
4 has appeared on behalf of that party, and includes support staff.

5 2.11 Party: any party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.13 Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
16 EYES ONLY.”

17 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
18 from a Producing Party.

19 3. SCOPE

20 The protections conferred by this Stipulation and Order cover not only
21 Protected Material (as defined above), but also (1) any information copied or extracted
22 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
23 Protected Material; and (3) any testimony, conversations, or presentations by Parties
24 or their Counsel that might reveal Protected Material.

25 Any use of Protected Material at trial shall be governed by the orders of the
26 trial judge. This Order does not govern the use of Protected Material at trial.

1 4. DURATION

2 The obligations of this Protective Order shall survive the termination of this
3 action. To the extent that Confidential or Highly Confidential – Attorneys’ Eyes Only
4 Information becomes known to the public through no fault of the Discovering Party,
5 such Confidential or Highly Confidential – Attorneys’ Eyes Only Information shall
6 no longer be subject to the terms of this Protective Order.

7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or Non-Party that designates information or items for protection
10 under this Order must take care to limit any such designation to specific material that
11 qualifies under the appropriate standards. The Designating Party must designate for
12 protection only those parts of material, documents, items or oral or written
13 communications that qualify so that other portions of the material, documents, items
14 or communications for which protection is not warranted are not swept unjustifiably
15 within the ambit of this Order.

16 Mass, indiscriminate or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (e.g., to unnecessarily encumber the case development process or to impose
19 unnecessary expenses and burdens on other parties) may expose the Designating Party
20 to sanctions.

21 If it comes to a Designating Party’s attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in
25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
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1 produced.

2 Designation in conformity with this Order requires:

3 (a) for information in documentary form (e.g., paper or electronic
4 documents, but excluding transcripts of depositions or other pretrial or trial
5 proceedings), that the Producing Party affix at a minimum, the legend
6 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY
8 CONFIDENTIAL legend”), to each page that contains protected material. If only a
9 portion of the material on a page qualifies for protection, the Producing Party also
10 must clearly identify the protected portion(s) (e.g., by making appropriate markings
11 in the margins).

12 A Party or Non-Party that makes original documents available for inspection
13 need not designate them for protection until after the inspecting Party has indicated
14 which documents it would like copied and produced. During the inspection and before
15 the designation, all of the material made available for inspection shall be deemed
16 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
17 copied and produced, the Producing Party must determine which documents, or
18 portions thereof, qualify for protection under this Order. Then, before producing the
19 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
20 or “HIGHLY CONFIDENTIAL legend” to each page that contains Protected
21 Material. If only a portion of the material on a page qualifies for protection, the
22 Producing Party also must clearly identify the protected portion(s) (e.g., by making
23 appropriate markings in the margins).

24 (b) for testimony given in depositions that the Designating Party
25 identifies the Disclosure or Discovery Material on the record, before the close of the
26 deposition all protected testimony.

27 (c) for information produced in some form other than documentary
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1 and for any other tangible items, that the Producing Party affix in a prominent place
2 on the exterior of the container or containers in which the information is stored the
3 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." If only a portion or
4 portions of the information warrants protection, the Producing Party, to the extent
5 practicable, shall identify the protected portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
7 failure to designate qualified information or items does not, standing alone, waive the
8 Designating Party's right to secure protection under this Order for such material
9 provided that the Designating Party notifies all other Parties that such material is
10 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY
11 within ten (10) days from when the failure to designate first becomes known to the
12 Designating Party. Upon timely correction of a designation, the Receiving Party must
13 make reasonable efforts to assure that the material is treated in accordance with the
14 provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court's
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process under Local Rule 37-1 et seq.

21 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
22 joint stipulation pursuant to Local Rule 37-2.

23 6.4 The burden of persuasion in any such challenge proceeding shall be on
24 the Designating Party. Frivolous challenges, and those made for an improper purpose
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
26 expose the Challenging Party to sanctions. Unless the Designating Party has waived
27 or withdrawn the confidentiality designation, all parties shall continue to afford the
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1 material in question the level of protection to which it is entitled under the Producing
2 Party's designation until the Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this
6 Action only for prosecuting, defending or attempting to settle this Action. Such
7 Protected Material may be disclosed only to the categories of persons and under the
8 conditions described in this Order. When the Action has been terminated, a Receiving
9 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated
16 "CONFIDENTIAL" only to:

17 (a) the Receiving Party's Outside Counsel of Record in this Action,
18 as well as employees of said Outside Counsel of Record to whom it is reasonably
19 necessary to disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel)
21 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom
23 disclosure is reasonably necessary for this Action and who have signed the
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

27 (f) professional jury or trial consultants, mock jurors, and
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1 Professional Vendors to whom disclosure is reasonably necessary for this Action and
2 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (g) the author or recipient of a document containing the information
4 or a custodian or other person who otherwise possessed or knew the information;

5 (h) during their depositions or pre-trial proceedings, witnesses, and
6 attorneys for witnesses, in the Action to whom disclosure is reasonably necessary
7 provided: (1) the deposing party requests that the witness sign the form attached as
8 Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential
9 information unless they sign the “Acknowledgment and Agreement to Be Bound”
10 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

11 Pages of transcribed deposition testimony or exhibits to depositions that reveal
12 Protected Material may be separately bound by the court reporter and may not be
13 disclosed to anyone except as permitted under this Stipulated Protective Order;

14 (i) any mediator or settlement officer, and their supporting personnel,
15 mutually agreed upon by any of the parties engaged in settlement discussions;

16 (j) photocopy service personnel who photocopied or assisted in the
17 photocopying or delivering of documents in this litigation;

18 (k) any person who the Parties agree in writing may receive
19 CONFIDENTIAL Information.

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
22 writing by the Designating Party, a Receiving Party may disclose any information or
23 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
24 to:

25 (a) the Receiving Party’s Outside Counsel of Record in this Action,
26 as well as employees of said Outside Counsel of Record to whom it is reasonably
27 necessary to disclose the information for this Action;
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(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) court reporters and their staff;

(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information;

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions; and

(h) photocopy service personnel who photocopied or assisted in the photocopying or delivering of documents in this litigation.

Notwithstanding the foregoing restrictions on the disclosure of information designated as “Highly Confidential” or “Attorney’s Eyes Only,” counsel for Plaintiff may disclose to representatives of Plaintiff the following information: (1) the number of units purchased and sold (at wholesale and/or retail level); (2) claimed gross revenue; (3) the per unit cost of goods (at wholesale and/or retail level); (4) claimed gross profit or loss; and (5) claimed deductions beyond cost of goods attributable to the sale of the challenged goods (at wholesale and/or retail level).

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as Protected Material that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as Protected Material. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-

1 Party that some or all of the information requested is subject to a confidentiality
2 agreement with a Non-Party;

3 (2) promptly provide the Non-Party with a copy of the Stipulated
4 Protective Order in this Action, the relevant discovery request(s), and a reasonably
5 specific description of the information requested; and

6 (3) make the information requested available for inspection by the
7 Non-Party, if requested.

8 (c) If the Non-Party fails to seek a protective order from this court within
9 14 days of receiving the notice and accompanying information, the Receiving Party
10 may produce the Non-Party's confidential information responsive to the discovery
11 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
12 not produce any information in its possession or control that is subject to the
13 confidentiality agreement with the Non-Party before a determination by the court.

14 Absent a court order to the contrary, the Non-Party shall bear the burden and
15 expense of seeking protection in this court of its Protected Material.

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
18 Protected Material to any person or in any circumstance not authorized under this
19 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
20 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
21 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
22 persons to whom unauthorized disclosures were made of all the terms of this Order,
23 and (d) request such person or persons to execute the "Acknowledgment and
24 Agreement to Be Bound" that is attached hereto as Exhibit A.

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain
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1 inadvertently produced material is subject to a claim of privilege or other protection,
2 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
3 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
4 may be established in an e-discovery order that provides for production without prior
5 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
6 parties reach an agreement on the effect of disclosure of a communication or
7 information covered by the attorney-client privilege or work product protection, the
8 parties may incorporate their agreement in the stipulated protective order submitted
9 to the court.

10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
12 person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this
14 Protective Order, no Party waives any right it otherwise would have to object to
15 disclosing or producing any information or item on any ground not addressed in this
16 Stipulated Protective Order. Similarly, no Party waives any right to object on any
17 ground to use in evidence of any of the material covered by this Protective Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any
19 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
20 only be filed under seal pursuant to a court order authorizing the sealing of the specific
21 Protected Material at issue. If a Party's request to file Protected Material under seal is
22 denied by the court, then the Receiving Party may file the information in the public
23 record unless otherwise instructed by the court.

24 13. FINAL DISPOSITION

25 After the final disposition of this Action, as defined in paragraph 4, within 60
26 days of a written request by the Designating Party, each Receiving Party must return
27 all Protected Material to the Producing Party or destroy such material. As used in this
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1 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
2 summaries, and any other format reproducing or capturing any of the Protected
3 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
4 must submit a written certification to the Producing Party (and, if not the same person
5 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
6 category, where appropriate) all the Protected Material that was returned or destroyed
7 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
8 compilations, summaries or any other format reproducing or capturing any of the
9 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
10 archival copy of all pleadings, motion papers, trial, deposition, and hearing
11 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
12 reports, attorney work product, and consultant and expert work product, even if such
13 materials contain Protected Material. Any such archival copies that contain or
14 constitute Protected Material remain subject to this Protective Order as set forth in
15 Section 4 (DURATION).

16 14. VIOLATION

17 Any violation of this Order may be punished by appropriate measures
18 including, without limitation, contempt proceedings and/or monetary sanctions.
19

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
21

22 DATED: _____, 2018
23
24

25 _____
HON. ALEXANDER F. MacKINNON
26
27
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on _____, 2018 in the case of *Fabric Selection, Inc. v. Topson Downs of California, Inc. et al.* - Case No. 2:17-cv-05721-CAS-AFM. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

PROOF OF SERVICE

Fabric Selection, Inc. v Topson Downs of California, Inc.
Case No. 2:17-cv-05721-CAS-AFM

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 1840 Century Park East, 17th Floor, Los Angeles, CA 90067.

On April 25, 2018, I served true copies of the following document(s) described as **[PROPOSED] STIPULATED PROTECTIVE ORDER** on the interested parties in this action as follows:

Erica J. Van Loon
evanloon@glaserweil.com
Justin Thiele

jthiele@glaserweil.com
GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP
10250 Constellation Boulevard, 19th
Floor
Los Angeles, CA 90067

Attorneys for Defendants Topson
Downs of California, Inc., Daniel
Abramovitch, and Wal-Mart Stores,
Inc.

BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on April 25, 2018, at Los Angeles, California.

/s/ Nazia Rahman

Nazia Rahman